IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE AT NASHVILLE

WYNDHAM VACATION)	
RESORTS, INC.,)	
Plaintiff,)	
v.)	No. 09-00899
TOA, LLC d/b/a THE OWNERS' ADVOCATE,))	Judge Haynes
DAVID HUMPHREY a/k/a SCOTT DAVIDSON,))	
KURT W. BARTLETT,)	
and KAY METKO,)	
Defendants.)	

ORDER AMENDING PRELIMINARY INJUNCTION

This matter came before the Court the motion of Plaintiff, Wyndham Vacation Resorts, Inc. (the "Plaintiff" or "Wyndham"), for Defendants to Show Cause. [Docket Entry No. 25]. Wyndham had previously obtained a preliminary injunction (the "Injunction") issued by this Court on October 13, 2009. Based upon the Motion to Show Cause and the stipulation of the parties regarding the amendment of the Injunction, as evidenced by the signature of counsel below, it appears that Wyndham is entitled to an amendment of the Injunction against Defendants, TOA, LLC d/b/a The Owners' Advocate ("TOA"), David Humphrey ("Humphrey"), Scott Davidson ("Davidson"), Kurt W. Bartlett ("Bartlett") and Kay (Kate) Metko ("Metko" and collectively referred to as the "Defendants") on the terms set forth below and,

IT IS HEREBY ORDERED, pursuant to Fed. R. Civ. Pro. 65, until further order of this Court, Defendants shall be enjoined from all the conduct identified in the Injunction as well as

N CHG 736918 v2 2903712-000009 11/13/2009 from any contact or communications with any customers of Wyndham or parties to contracts with Wyndham. If a customer of Wyndham or party to a contract with Wyndham contacts Defendants, Defendants will inform the customer that they are prohibited from speaking with the customer pursuant to a court order and that the customer should contact Wyndham directly. Defendants will remove any references to Wyndham from any website owned, controlled, or affiliated with any Defendant. Defendants are further enjoined from entering into or continuing any relationships with any customers of Wyndham or parties to contracts with Wyndham. Defendants are enjoined from communicating with Wyndham directly or indirectly and/or assisting any customers of Wyndham or parties to contracts with Wyndham in preparing correspondence or communications to Wyndham. Defendants are enjoined from referring any customers of Wyndham or parties to contracts with Wyndham to any other business, whether or not such businesses are owned or associated with Defendants. Finally, Defendants are enjoined from engaging in the unauthorized practice of law.

If Defendants violate the terms of the Injunction, including the amendments set forth herein with the exception of engaging in the unauthorized practice of law, for each such violation Defendants will be liable to Wyndham for liquidated damages in the amount of \$5,000, plus attorneys' fees.

IT IS SO ORDERED.